

REMARKS

Applicants submit the following Preliminary Amendment with a Request for Continued Examination, in response to the final Office Action dated February 23, 2009.

Claim 1 has been amended to update language to obviate any potential confusion, as well as explicitly recite limitations further emphasizing the patentable pending claims. For instance, claim 1 is amended to note that the eligibility requirement relates to the eligibility of the payor belonging to a group. The “at least one” language has also been removed regarding the age, health and gender of the potential payor. Claims 8-9 have been cancelled as being duplicative. Claims 13-20 have been cancelled to advance the prosecution of claim 1. Applicants request entrance and examination.

All pending claims are rejected under 35 U.S.C. s103(a) in view of the Smartkid article in view of U.S. Patent No. 5,752,236 (“Sexton”). Applicants respectfully disagree and submit this rejection is improper as the prior art does not teach or suggest all of the recited limitations.

Applicants again re-iterate traversal of the assertion of the Smartkid article. This pamphlet is devoid of any meaningful teaching or suggestion of how to generate any reasonable life insurance product. Smartkid is, at best, glorified marketing materials that provide bullet-point listings of general concepts and fail at any substantial disclosure to support or substantiate these assertions. For instance, there is no clarity that Smartkid teaches a defined premium for a group of individuals. The Examiner relies on Para. 4 to assert the teaching of the “potential payor” belong to a group, where Para. 4 states “Parents with children in the age group of 0-12 years can purchase this policy.”

The Examiner states that the potential payor belongs to the group of “parents.”

Applicants strenuously disagree.

Claim 1 recites “determining ... one of a premium and a death benefit for the potential payor ... based at least in part on the potential payor’s affiliation as a member within a group.” Smartkid does not teach or suggest that a premium or a death benefit are determined based on the potential payor’s affiliation, rather Smartkid is noticeably absent regarding how a death benefit is calculated. Smartkid refers to eligibility, who is eligible to make the purchase in the first place. This may appear upon initial examination to be a subtle distinction, but it is an essential and paramount distinction, Smartkid is not even available to a person who isn’t a parent between ages 20-60, but it is only after that initial availability is determined that there must be some next level of premium / death benefit determination. Smartkid is absolutely silent as to how a death benefit or premium is calculated. Applicants respectfully submit the Examiner misapplies “eligibility” of Paragraph 4 of Smartkid with the recited “determining ... one of a premium and a death benefit” as claimed.

On page 3 of the present Office Action, the Examiner notes the additional shortcomings of Smartkid, consistent with the discussion of the telephone interview in December 2008. To overcome the deficiencies, the Examiner asserts Sexton, to which Applicants respectfully disagree.

The Examiner asserts Sexton for teaching the premium calculation for an individual, such as noted in the passage on col. 4, lines 17-29. Applicants respectfully disagree with the Examiner’s characterization of the teachings of Sexton. At best, Sexton

teaches the well-known concept of mortality tables, “the foundation upon which expected costs of life insurance are based.” (Sexton : col. 9, lines 12-13).

The presently pending claims recite patentable subject matter as the premium or death benefit calculation of Sexton and/or Smartkid is not “based on at least one eligibility requirement of the payor belong to the group.” There is no group eligibility determination relative to premiums / death benefits in Smartkid, there is only eligibility to be able to qualify to even purchase a policy.

As Applicants have noted in previous responses and discussed during the in-person interview, the presently recited invention provides the ability to issue a juvenile insurance having a waiver of premium feature that allows for determining the premium or death benefit “not directly dependent on age, health and gender of the potential payor.” Rather, the recited invention provides the juvenile insurance based on the potential payor’s membership in a group. The claims emphasize these important distinctions by reciting that “the premium or death benefit” is “computed based at least in part on the potential payor’s affiliation as a member within a group of individuals having at least one commonality between them and not directly dependent on age, health, and gender of the potential payor” and that “the determining of the premium or death benefit” is “also based on a probability associated with” either “an incidence of an event that triggers the waiver of premium feature occurring to an individual of the group of acceptable payors based on at least one eligibility requirement of the payor belonging to the group” or “the incidence of the event that triggers the waiver of premium feature occurring to a subset of the group of acceptable payors based on at least one eligibility requirement of the payor belonging to the group.”

As noted above, and re-iterated to obviate any confusion, Smartkid does not teach or suggest the recite claimed group eligibility relative to premiums / death benefits. Sexton does not teach or suggest the premium / death benefit calculation based on events relative to a group of individuals not dependent on the age, health and gender. Rather, Sexton in using the mortality tables is absolutely restricted to the age, health and gender constraints. There are fundamental differences between the recited claimed invention and Smartkid, those differences are not cured by the inclusion of Sexton's generalized use of actuarial tables to perform premium calculations. As such, Applicants submit that all pending claims recite patentable subject matter.

To expedite prosecution of this application to allowance, the examiner is invited to call the Applicants' undersigned representative to discuss any issues relating to this application.

Dated: May 26, 2009

Respectfully submitted,



THIS CORRESPONDENCE IS BEING SUBMITTED
ELECTRONICALLY THROUGH THE PATENT AND
TRADEMARK OFFICE EFS FILING SYSTEM ON
May 26, 2009.

Timothy J. Bechen
Reg. No. 48,126
Ostrow, Kaufman & Frankl, LLP
405 Lexington Ave., 62nd Floor
New York, NY 10174

Customer No. 61834